

<i>SERFF Tracking Number:</i>	<i>TRST-126115358</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Trustmark Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42159</i>
<i>Company Tracking Number:</i>	<i>9.00056</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

Filing at a Glance

Company: Trustmark Life Insurance Company

Product Name: WXX/C

TOI: H16G Group Health - Major Medical

Sub-TOI: H16G.001A Any Size Group - PPO

Filing Type: Form

SERFF Tr Num: TRST-126115358

SERFF Status: Closed

Co Tr Num: 9.00056

Co Status:

Author: Charlotte Johnson

Date Submitted: 04/20/2009

State: ArkansasLH

State Tr Num: 42159

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 06/02/2009

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: WXX 2007/2008 FILING

Project Number: 9.00056

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/02/2009

Deemer Date:

Filing Description:

April 20, 2009

Life and Health Division

Insurance Department

1200 West Third Street

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Trust

Explanation for Other Group Market Type:

State Status Changed: 06/02/2009

Corresponding Filing Tracking Number:
9.00056

SERFF Tracking Number: TRST-126115358 State: Arkansas
Filing Company: Trustmark Life Insurance Company State Tracking Number: 42159
Company Tracking Number: 9.00056
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
Product Name: WXX/C
Project Name/Number: WXX 2007/2008 FILING /9.00056
Little Rock, AR 72201-1904

RE: TRUSTMARK LIFE INSURANCE COMPANY

FEIN# 36-3421358; NAIC# 276-62863

GROUP ACCIDENT AND HEALTH

Matrix Paragraph Filing

Form# WXX/C

Matrix Paragraphs: Attached to supporting documentation in SERFF

Our File# 9.00056

Dear Sir:

The enclosed forms are submitted for your review and approval for use in Arkansas. The paragraphs are new and do not replace any paragraphs currently in use.

The forms are for use with our certificate WXX/C, which was approved by your department on 3/11/04 under our file number 22.00880.

The forms are in final printed format as issued by a laser printer. We may, however, use a new computer publishing system to generate the certificates. Therefore, actual issued certificates may have a different font style than the submitted forms. As a result, provisions may appear on different pages and lines may not match up exactly. The wording and it's order, however, will remain identical.

The forms are submitted in a matrix format. Distinct paragraph numbers have been assigned to portions of the document in order to facilitate state exceptions and future revisions. These numbers will be visible, for reference, on the forms when issued. Items within brackets are either in or out of the certificate at the time of issue. The language within a bracketed paragraph will not change, with the exception of bracketed numbers, as shown in the attached variability memorandum.

Thank you for your time in this matter. If you have any questions, please contact me at 800-666-6977, ext. 34004 or at cjohnson@trustmarkins.com.

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<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

Sincerely,

Charlotte Johnson
Regulatory Advocacy Analyst I
The Trustmark Companies

Company and Contact

Filing Contact Information

Charlotte Johnson, Senior Compliance Analyst cjohnson@trustmarkins.com
400 Field Drive (800) 666-6977 [Phone]
Lake Forest, IL 60045 (847) 615-3872[FAX]

Filing Company Information

Trustmark Life Insurance Company	CoCode: 62863	State of Domicile: Illinois
400 Field Drive	Group Code: 276	Company Type:
Lake Forest, IL 60045	Group Name:	State ID Number:
(800) 666-6977 ext. [Phone]	FEIN Number: 36-3421358	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$750.00
Retaliatory?	Yes
Fee Explanation:	15 paragraphs x \$50.00 =
	\$750.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Trustmark Life Insurance Company	\$0.00	04/20/2009	

<i>SERFF Tracking Number:</i>	<i>TRST-126115358</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00190378	\$750.00	04/16/2009

SERFF Tracking Number:	TRST-126115358	State:	Arkansas
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Company Tracking Number:	9.00056		
TOI:	H16G Group Health - Major Medical	Sub-TOI:	H16G.001A Any Size Group - PPO
Product Name:	WXX/C		
Project Name/Number:	WXX 2007/2008 FILING /9.00056		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/02/2009	06/02/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/28/2009	05/28/2009	Charlotte Johnson	06/01/2009	06/01/2009
Pending Industry Response	Rosalind Minor	05/11/2009	05/11/2009	Charlotte Johnson	05/28/2009	05/28/2009

<i>SERFF Tracking Number:</i>	<i>TRST-126115358</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

Disposition

Disposition Date: 06/02/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRST-126115358 State: Arkansas
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TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
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Project Name/Number: WXX 2007/2008 FILING /9.00056

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover letter	Approved-Closed	Yes
Form	Definitions - Actively at Work	Approved-Closed	Yes
Form	Definitions - Actively at Work (non-medical plan)	Approved-Closed	Yes
Form (revised)	Definitions - Dependent	Approved-Closed	Yes
Form	Definitions - Dependent	Replaced	Yes
Form	Definition - Pregnancy	Approved-Closed	Yes
Form	Covered charges	Approved-Closed	Yes
Form	Major Medical Benefits	Approved-Closed	Yes
Form	Covered Charges	Approved-Closed	Yes
Form	Pre-Existing Condition	Approved-Closed	Yes
Form	Radiologist, Anesthesiologist	Approved-Closed	Yes
Form (revised)	Covered charges	Approved-Closed	Yes
Form	Covered charges	Replaced	Yes
Form	Exclusions	Approved-Closed	Yes
Form	Exclusions	Approved-Closed	Yes
Form	Dental	Approved-Closed	Yes
Form	Dental	Approved-Closed	Yes
Form	Prescription Drug	Approved-Closed	Yes
Form	Prescription Drug	Approved-Closed	Yes
Form	General Provisions	Approved-Closed	Yes
Form	Preventive Care Benefit	Approved-Closed	Yes
Form	Outpatient Prescription Drug	Approved-Closed	Yes
Form	Covered Charges	Approved-Closed	Yes

SERFF Tracking Number: TRST-126115358 State: Arkansas
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TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
Product Name: WXX/C
Project Name/Number: WXX 2007/2008 FILING /9.00056

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/28/2009
Submitted Date 05/28/2009

Respond By Date

Dear Charlotte Johnson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Definitions - Dependent (Form)

Comment: In your response of 5/28/09, you stated that you revised WCXXMM11001 to add language regarding a benefit for implants and along with that, paragraph WCXXDF03002 has been added to the filing to define implants.

This is to advise that I do not have the above forms attached.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/01/2009
Submitted Date 06/01/2009

Dear Rosalind Minor,

Comments:

Good Morning

Response 1

Comments: I guess I didn't do the SERFF revision correctly - I can see those paragraphs, but you can't. Sorry about that - i called the Help Desk and they helped me, so you should see these now.

Related Objection 1

Applies To:

SERFF Tracking Number: TRST-126115358 State: Arkansas
Filing Company: Trustmark Life Insurance Company State Tracking Number: 42159
Company Tracking Number: 9.00056
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
Product Name: WXX/C
Project Name/Number: WXX 2007/2008 FILING /9.00056

- Definitions - Dependent (Form)

Comment:

In your response of 5/28/09, you stated that you revised WCXXMM11001 to add language regarding a benefit for implants and along with that, paragraph WCXXDF03002 has been added to the filing to define implants.

This is to advise that I do not have the above forms attached.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Covered charges	WCARMM11001		Matrix	Initial			WCXXMM11001.pdf
Previous Version							
Covered charges	WCARMM11001		Matrix	Initial			WCARMM11001.pdf
Covered Charges	WCXXDF03002		Matrix	Initial			WCXXDF03002.pdf

No Rate/Rule Schedule items changed.

Thanks

Sincerely,
Charlotte Johnson

SERFF Tracking Number: TRST-126115358 State: Arkansas
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TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
Product Name: WXX/C
Project Name/Number: WXX 2007/2008 FILING /9.00056

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/11/2009
Submitted Date 05/11/2009

Respond By Date

Dear Charlotte Johnson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Definitions - Dependent (Form)

Comment: With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/28/2009
Submitted Date 05/28/2009

Dear Rosalind Minor,

Comments:

My apologies for taking so long to respond.

Response 1

Comments: Paragraph WCARDF01001 has been revised to remove the time frame for a response to a request for proof of incapacity for a handicapped dependent.

Also, please note we revised WCXXMM11001 to add language regarding a benefit for implants. Along with this, paragraph WCXXDF03002 has been added to the filing to define implants.

Related Objection 1

SERFF Tracking Number: TRST-126115358 State: Arkansas
 Filing Company: Trustmark Life Insurance Company State Tracking Number: 42159
 Company Tracking Number: 9.00056
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
 Product Name: WXX/C
 Project Name/Number: WXX 2007/2008 FILING /9.00056

Applies To:

- Definitions - Dependent (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Definitions - Dependent	WCARDF 01001		Matrix	Initial			WCARDF 01001 revised 5-28-09.pdf

Previous Version

Definitions - Dependent	WCARDF 01001		Matrix	Initial			WCARDF 01001.pdf
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No Rate/Rule Schedule items changed.

Thanks for your time in this filing.

Charlotte

Sincerely,

Charlotte Johnson

SERFF Tracking Number: TRST-126115358 State: Arkansas
Filing Company: Trustmark Life Insurance Company State Tracking Number: 42159
Company Tracking Number: 9.00056
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
Product Name: WXX/C
Project Name/Number: WXX 2007/2008 FILING /9.00056

Form Schedule

Lead Form Number: WXX/C

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	WCARDF00503	Matrix	Definitions - Actively at Work	Initial			WCARDF00503.pdf
Approved-Closed	WCXXDF00602	Matrix	Definitions - Actively at Work (non-medical plan)	Initial			WCXXDF00602.pdf
Approved-Closed	WCARDF01001	Matrix	Definitions - Dependent	Initial			WCARDF01001 revised 5-28-09.pdf
Approved-Closed	WCXXDF05101	Matrix	Definition - Pregnancy	Initial			WCXXDF05101.pdf
Approved-Closed	WCXXDF06001	Matrix	Covered charges	Initial			WCXXDF06001.pdf
Approved-Closed	WCXXMM40501	Matrix	Major Medical Benefits	Initial			WCXXMM40501.pdf
Approved-Closed	WCARMM14502	Matrix	Covered Charges	Initial			WCARMM14502.pdf
Approved-Closed	WCARMM4600	Matrix	Pre-Existing Condition	Initial			WCARMM4600.pdf
Approved-Closed	WCXXMM44800	Matrix	Radiologist, Anesthesiologist	Initial			WCXXMM44800.pdf
Approved-Closed	WCARMM11001	Matrix	Covered charges	Initial			WCXXMM11001.pdf
Approved-Closed	WCAREX22004	Matrix	Exclusions	Initial			WCAREX22004.pdf
Approved-Closed	WCAREX22503	Matrix	Exclusions	Initial			WCAREX22503.pdf
Approved-Closed	WCXXDE10501	Matrix	Dental	Initial			WCXXDE10501.pdf
Approved-Closed	WCXXDE20501	Matrix	Dental	Initial			WCXXDE20501.pdf
Approved-Closed	WCXXPD00502	Matrix	Prescription Drug	Initial			WCXXPD00502.pdf

<i>SERFF Tracking Number:</i>	<i>TRST-126115358</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

Approved-	WCXXPD2	Matrix	Prescription Drug	Initial	WCXXPD220
Closed	2003				03.pdf
Approved-	WCXXGP4	Matrix	General Provisions	Initial	WCXXGP431
Closed	3102				02.pdf
Approved-	WCXXRD4	Matrix	Preventive Care	Initial	WCXXRD410
Closed	1001		Benefit		01.pdf
Approved-	WCXXRD4	Matrix	Outpatient	Initial	WCXXRD415
Closed	1502		Prescription Drug		02.pdf
Approved-	WCXXDF0	Matrix	Covered Charges	Initial	WCXXDF030
Closed	3002				02.pdf

DEFINITIONS

Actively-At-Work: Performing Your regular duties for which You are compensated, on a full-time basis, at least [30] hours per week and [48] weeks per year.

Allowable Charge(s): The lesser of the Negotiated Fee or the Reasonable and Customary Charge for the service or supply.

Basic Weekly Earnings: The covered person's regular salary or wages as last reported in writing by the Employer Unit. Overtime, bonuses, commissions and other special pay are excluded from the calculation of Basic Weekly Earnings.

Calendar Year: The period from January 1st through December 31st of the same year.

Children's Preventive Health Services: The following services when delivered by, or supervised by, a Physician in accordance with prevailing medical standards: a medical history; physical examination; developmental assessment; anticipatory guidance; and appropriate immunizations and laboratory tests.

Complications of Pregnancy: A condition:

- which requires Medical Care, where the Pregnancy is not terminated; and
- whose diagnosis is distinct from Pregnancy but is adversely affected by or caused by Pregnancy.

Conditions related to the handling of a difficult Pregnancy are not considered Complications of Pregnancy. A normal Pregnancy will not be considered as a Complication of Pregnancy.

Confinement/Confined: The period starting with admission to a Hospital or other institution. Confinement ends with discharge from the same place. If the patient is transferred to another such place for continued treatment of the same or a related condition, this shall be considered one confinement.

Covered Expense(s): The Allowable Charge incurred for Medical Care. Medical Care must be incurred while a person's coverage is in force and shown herein as a Covered Expense. Covered Expenses are considered incurred on the date a service is furnished. The Medical Care rendered must be Medically Necessary and approved by a Physician.

Creditable Coverage: Coverage under any of the following:

- a group health plan;
- an individual health plan;
- Part A or Part B of Medicare (Title XVIII of the Social Security Act);
- Medicaid (Title XIX of the Social Security Act);
- health plans for the uniformed services (Chapter 55 of Title 10, United States Code);
- a medical care program of the Indian Health Service or of a tribal organization;
- a state health benefits risk pool;
- a health plan offered under Federal Employees Health Benefit Program (Chapter 89 of Title 5, United States Code);
- a public health plan (as defined in regulations); or
- a health benefit plan under Section 5(e) of the Peace Corps Act (U.S.C. 2504 (e)).

Dental Services: Any medical or surgical procedure which involves the hard or soft tissue of the mouth, except neoplasms.

Note: *The following paragraph is used for a Non-medical plan.*

Actively-At-Work: Performing Your regular duties for which You are compensated, on a full-time basis, at least [30] hours per week and [48] weeks per year.

Allowable Charge(s): The lesser of the Negotiated Fee of the Reasonable and Customary Charge for the service or supply.

Basic Weekly Earnings: The covered person's regular salary or wages as last reported in writing by the Employer Unit. Overtime, bonuses, commissions and other special pay are excluded from the calculation of Basic Weekly Earnings.

Calendar Year: The period from January 1st through December 31st of the same year.

Confinement/Confined: The period starting with admission to a Hospital or other institution. Confinement ends with discharge from the same place. If the patient is transferred to another such place for continued treatment of the same or a related condition, this shall be considered one confinement.

Covered Expense(s): The Allowable Charge for Medical Care. Medical Care must: be incurred while a person's coverage is in force; not to exceed the Negotiated Fee, or in the absence of a Negotiated Fee, the Reasonable and Customary Charge for the service or supply; and shown herein as a Covered Expense. Covered Expenses are considered incurred on the date a service is furnished. The Medical Care rendered must be Medically Necessary and approved by a Physician.

Dental Services: Any medical or surgical procedure which involves the hard or soft tissue of the mouth, except neoplasms.

Dependent: A person who resides in the United States and who is:

- Your legally married spouse.
- Your unmarried natural child or legally adopted child under the age of [24] whose legal residence is the same as Yours;
- Your unmarried natural child or legally adopted child under the age of [24] whose legal residence is different from Yours if:
 - The child is listed as a Dependent on Your most recent Federal Tax return, or
 - A court of competent jurisdiction has ordered You to provide health insurance for the child.
- Your step child who resides with you and is under the age of [24].
- Your unmarried natural child, step child or legally adopted child under the age of [24] who is:
 - Dependent upon You for more than [50] percent of his support and maintenance; and
 - Listed as a Dependent on Your most recent Federal Tax return.
- [child who, because of a handicapped condition that occurred before the attainment of the limiting age, is incapable of self-sustaining employment and is dependent on his parents or other care providers for lifetime care and supervision. All other requirements for Dependents must be met. We will require proof of incapacity and dependency. Such proof may be requested two months prior to the attainment of the limiting age. We may also request proof of continuing incapacity and dependency, but no more than once each year after initial proof is given. If We request such proof of incapacity, and such proof is not provided, coverage will terminate at or after the attainment of the limiting age.]

A child ceases to be an eligible Dependent on the last day of the month in which the child turns the age of [24].

An eligible Dependent will not include: a foster child, or a spouse or child who is eligible to be covered as an employee.

If both parents are Actively at Work for the same Employer Unit, a Dependent cannot be considered a Dependent separately under both parents.

Pregnancy: A normal childbirth or cesarean section delivery. Pregnancy will be considered a Physical Condition. Pregnancy does not include Complications of Pregnancy as defined herein.

Prescription Drug: A written order issued and signed by a Physician for insulin, an Injectable or Self-Injectable or a non-injectable legend drug, which is a generic or non-generic drug on whose label is found the legend "Caution: Federal law Prohibits Dispensing Without a Prescription" or similar warning.

WCXXDF05101

Skilled Nursing Facility: A Hospital or nursing home facility which is licensed as a Skilled Nursing Facility, operated in accordance with the laws of the state and which meets all the following requirements:

- is primarily engaged in providing room, board and skilled nursing care for persons recovering from Injury, Disease or Physical Condition;
- provides 24-hour-a-day skilled nursing service under the full-time supervision of a Physician or graduate registered nurse;
- maintains daily clinical records;
- has transfer arrangements with a Hospital;
- has a utilization review plan in effect; and
- is not a place for rest, the aged, drug addicts, alcoholics or the mentally ill.

[Specialty Drug(s): Certain Prescription Drugs are identified by Us as Specialty Drugs due to their cost, composition, storage requirements, and/or methods of administration. We maintain the list of Specialty Drugs on Our website; it is also available via the Customer Service phone number on Your ID card.]

Totally Disabled/Total Disability: A continuous condition resulting solely from Injury, Disease or Physical Condition which prevents:

- You from engaging in any activity for compensation or profit for which You are reasonably suited by education, training, or experience; or
- a Dependent from engaging in normal activities of a person of the same age and sex.

Total Disability must be verified by a Physician.

Urgent Care: A serious medical condition arising suddenly and unexpectedly which requires immediate Medical Care but is neither life threatening nor likely to cause permanent damage or disability.

This section only applies if Your Schedule of Benefits shows that you have the Major Medical Benefits)

MAJOR MEDICAL BENEFITS

An Insured shall be entitled to full or partial reimbursement of the Medically Necessary Covered Expenses described herein if provided by or under the direction of a Physician. Payment for these Covered Expenses is subject to:

- the Allowable Charge;
- definitions, limitations, exclusions, lifetime maximum benefits and other provisions stated herein;
- payment by the Insured of the Deductible, Copayment, and Coinsurance charges specified for any service; and
- payment of the premium required for coverage.

WCXXMM40501

- **[Skilled Licensed Nursing Facility:** Charges for Medical Care in a Skilled Nursing Facility for up to [30] days per Calendar Year when an Insured enters the Skilled Nursing Facility within [24] hours after discharge from a Hospital. Such care must be authorized in advance by Us for treatment of the same condition for which the Insured has been treated in the Hospital. The daily rate for such Skilled Nursing Facility shall not exceed the daily rate approved by the Department of Health and Social Services for the area. The Physician must recertify the Skilled Nursing Care as Medically Necessary every [7] days.]
- **Elective Sterilization:** if included in coverage, up to the benefit amount shown on the Schedule of Benefits
- **[Sleep Apnea:** Charges for Sleep Apnea and sleep studies up to the benefit amount shown on the Schedule of Benefits.]
- **In-Vitro Fertilization:** Benefits are available for in-vitro fertilization procedures, including cryopreservation, for the Insured and the Insured's spouse, if all the following conditions are met:
 - the patient and patient's spouse have a history of unexplained infertility of at least [2] years]; or the infertility is associated with one or more of the following medical conditions: endometriosis; exposure in utero to diethylstilbestrol; blockage of, or surgical removal of, one or both fallopian tubes except due to voluntary sterilization, or abnormal male factors contributing to the infertility;
 - the patient's oocytes are fertilized with her spouse's sperm;
 - the patient has been unable to attain a successful pregnancy through other applicable treatments for which coverage is provided under the Certificate; or
 - the In-Vitro fertilization procedure is performed at a facility that conforms to the American College of Obstetric and Gynecology guidelines for in-vitro fertilization clinics or to the American Fertility Society minimal standards for programs of in-vitro fertilization.

Covered Charges related to In-Vitro fertilization are subject to the lifetime maximum shown on the Schedule of Benefits. The lifetime maximum benefit amount includes, in total, any benefits paid for In-Vitro fertilization for the Insured and the Insured's spouse.

- **[Mammograms and Pap Smears:** Benefits are available for mammograms and pap smears when requested by Your Physician.
 - routine mammogram annually ages [40] and above; between ages [35-39], one baseline mammogram;
 - routine annual mammogram at any age for insureds at high risk of breast cancer;]

[Benefit is the first \$50, then] [b/B]enefits are payable on the same basis as any other laboratory and x-ray Covered Expense for the purposes of applying the Copayment, Deductible and annual Coinsurance amounts.]

Pre-existing Condition: A Pre-existing Condition is an Injury or Disease for which medical advice, diagnosis, care, or treatment was recommended or received during the [6 months] prior to the individual's enrollment under this plan. Pregnancy is not a Pre-existing Condition.

Pre-existing Conditions will not be covered during the [12 months] period following the Effective Date of coverage with Us or the first day of the Probationary Period, if earlier.

The Pre-existing Conditions limitation shall not apply to:

- [a Late Enrollee after 18 months following the date he or she became covered; or]
- a newborn for the first [30] days after birth; or
- a child, if enrolled under this plan or any Qualifying Coverage within the first [31] days of birth, and continuously covered with no break in coverage of more than [63] days; or
- a child adopted prior to age [18], if enrolled under this plan or any Qualifying Coverage within the first [31] days of the date of adoption or placement for adoption, and continuously covered with no break in coverage of more than [63] days; or
- the first [\$1,000] of benefits that apply to Pre-Existing Conditions of the covered person].

The Pre-existing Condition limitation period will be reduced if the Insured was previously covered by Creditable Coverage.

Such Creditable Coverage must have been in effect and the Insured covered therein within [63] days before the Effective Date with Us in order for this reduction in limitation period to apply.

When determining the amount of Creditable Coverage:

- any benefits of the prior plan not included herein will not be considered;
- only expenses covered herein will be considered;
- the length of time the Insured was covered under the Creditable Coverage will be considered time covered herein; and
- Services and supplies that are covered under an extension of group health benefits from a previous employer-related health plan, health insurance plan or other coverage arrangement, will not be covered until the extension under the prior plan ends.

- **RADIOLOGIST, ANESTHESIOLOGIST, EMERGENCY ROOM PHYSICIAN, LABORATORY TECHNICIAN and PATHOLOGIST**

In some cases, the radiologist, anesthesiologist, emergency room physician, laboratory technician, and pathologist who perform services at an in-network facility are Non-Preferred Providers. We understand that You may not always have the option of selecting these types of providers and, in those instances where You have no choice, benefits will be covered as follows:

- when the radiologist, anesthesiologist, emergency room physician, laboratory technician, or pathologist services are provided during a covered Preferred Provider facility stay or visit, or when they are provided in connection with covered services ordered by a Preferred Provider, they will be covered at the in-network level of benefits.
- when the radiologist, anesthesiologist, emergency room physician, laboratory technician or pathologist services are provided during a covered Non-Preferred Provider facility stay or visit, or when they are provided in connection with covered services ordered by a Non-Preferred Provider, they will be covered at the out-of-network level of benefits.

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No benefits are paid for:

- services not included in the Home Health Care plan established for the Insured;
- services provided by the Insured's Immediate Family or anyone residing with the Insured;
- homemaker services;
- custodial care; or
- services not listed above as a benefit.

- **[Implants.** Covered Expenses of up to [\$15,000] in any 12-month period for implants. This does not include breast implants used in reconstructive surgery following mastectomy.]
- **Prosthetics and Durable Medical Equipment.** Prosthetics and the rental of durable medical equipment as is Medically Necessary for:
 - original purchase of basic artificial limbs or eyes made necessary as a result of Injury, Disease, or Physical Condition occurring while insured herein;
 - original purchase of crutches, canes, walkers, braces, including necessary adjustments to shoes to accommodate braces (dental braces are excluded); basic wheelchairs; and basic hospital-type bed, except that repair, replacement and duplicates are not covered
 - oxygen and the rental of equipment for the administration of oxygen; and
 - mechanical equipment necessary for the treatment of chronic or acute respiratory failure (except that air conditioners, humidifiers, dehumidifiers, and other personal comfort items are excluded from coverage).
 - Durable medical equipment must be provided by or under the direction of a Physician for use outside a Hospital, Skilled Nursing Facility or health care facility. Durable medical equipment may be purchased as determined by Us.
- **Free-Standing Ambulatory Surgery Center** charges incurred for surgery. These centers must have at least two operating rooms, a recovery room and equipment for Emergency Care. Certification is required for these facilities. The services at these facilities must be approved by Us to be appropriate level service for the facility.
- **Urgent Care Center (Free-Standing Emergency Medical Care Center)** charges when they are freestanding in nature. Urgent Care Centers that are connected physically or financially with a Hospital Emergency room are considered outpatient Hospital Emergency room services and are subject to a Copayment. The Copayment amount is shown on the Schedule of Benefits.

4. Hospitalization if physical therapy or rehabilitative care is the primary purpose of the Confinement.
5. Medical Care which We determine to be Experimental/Investigational in nature.
6. Services rendered for Injuries or Diseases arising out of, or in the course of, any employment for wage or profit. If You enter into a settlement giving up Your right to recover future medical benefits under a Workers' Compensation or similar law, no benefits are payable for Covered Expenses that would have been payable in absence of such settlement.
7. Acts of war, declared or undeclared, or while in the military service of any country.
8. Medical Care received when outside the United States, except for Emergency Care.
9. Medical Care for: craniofacial disorders; temporomandibular joint syndrome (TMJ); myofascial syndrome; disorders or deformity of mandible and maxilla as related to mastication, speech, and alignment or related disorder.
10. Medical Care for the treatment, filling, extraction, removal, replacement or augmentation of teeth or structures directly supporting the teeth (periodontium), which includes the gingivae, dento-gingival junction, periodontal membrane, cementum and alveolar process, periodontal care, prosthodontal care, endodontic care, orthodontic care or any other dental care; Medical Care for hydroxylapatite or any material with a similar purpose, except as specifically described herein.
11. Dentistry or dental procedures except as specifically described herein.
- [12. Hearing or eye exams, including but not limited to: hearing aids and related services or supplies; radial keratotomy; cochlear implants; corneal surgery or similar or related eye surgery as determined by Us to correct errors of refraction; vision therapy; eye glasses, contact lenses; any type of external appliances used to improve visual or hearing acuity and their fittings; routine eye examinations. (unless the Schedule of Benefits shows that routine eye examination is a Covered Expense under the Preventive Care Option).]
13. Cosmetic or beautifying procedures or surgeries and any related Medical Care or Reconstructive Surgery except as specifically provided for.
- [14. Loss due to intentionally self-inflicted Injury or self-induced Disease, if the Injury or the Disease is not the result of a medical condition.]
- [15. Obesity; weight reduction or weight control; any drugs, surgeries or injections used for weight control; anorectics; dietary supplements; or vitamins.]
- [16. Injury while driving or riding in any organized race or speed contest.]
- [17. Medical Care or surgery to change gender or to improve or restore sexual function including procedures to [reverse sterilization;][penile implants;][contraceptive drugs or devices regardless of the purpose(s) for which prescribed;][artificial insemination;][in vitro fertilization or infertility testing or treatment;] [infertility drugs or injections or the promotion of fertility,] except as shown in Covered Expenses.]
- [18. Abortions unless the life of the mother would be in danger if Pregnancy continued.]
- [19. Medications, drugs, injections or hormones to stimulate growth.]
- [20. Apparel, foot orthotics or shoes, other than for diabetes treatment.]
- [21. Sleep therapy or Medical Care rendered in a pain clinic, pre-menstrual syndrome (PMS) or holistic medicine clinic.]
22. Diagnostic tests for conditions which:
 - a. are not a Covered Expense;
 - b. have no known effective treatment; or
 - c. are not symptomatic of the Disease.These include but are not limited to: [arthrogram for TMJ;][densitometry;][amniocentesis;][and] [chorionic villi tests and exams].
- [23. Accutane and any other products related to retinoic acid and retinol.]
- [24. Nicorette gum or any other drug containing nicotine or other smoking deterrent medication.]
- [25. Progesterone; all dosage forms.]
- [26. Nystatin powder.]
27. Immunization agents and biological, surgeries or injections except as specifically provided for.
28. Drugs which are:

- a. determined by the FDA as lacking substantial evidence of effectiveness, except where the drug is recognized for the treatment of cancer in one of the standard reference compendia or in substantially accepted peer-reviewed medical literatures;
 - b. labeled "Caution limited by federal law to investigational use", or Experimental drugs even though a charge is made; or
 - c. obtainable without a Physician's written prescription.
- 29. Therapeutic devices; including support garments; other non-medical items; regardless of their intended use.
 - 30. More than a [30] day supply of any drug or injection; refilling of a prescription more than the number of times specified by the Physician; any refill dispensed after [1] year from the order of a Physician.
 - 31. [Specialty Drugs[, not obtained through our Member Pharmacy for Specialty Drugs];]
 - [32. Any charge for the administration or injection of any drugs.]
 - 33. Reduction or augmentation mammoplasty procedures.
 - [34. Transplants, except as specifically provided herein.]
 - 35. Medical Care which the Insured:
 - a. has no legal obligation to pay;
 - b. received without charge; or
 - c. would not be required to pay for in the absence of this or any similar coverage.
 - 36. Pregnancy and Elective Sterilization unless the Schedule of Benefits shows that You have the Pregnancy Benefit Option.
 - 37. Medical Care for or related to the Pregnancy or sterilization of any Dependent other than Your spouse even if the optional benefit is included in coverage.
 - 38. Custodial care or care provided in a nursing home, extended care facility, or similar institutions, or rest cures.
 - [39. Travel, even if prescribed by a Physician.]
 - 40. Weekend charges for a Hospital stay that starts on a Friday, Saturday or Sunday unless the admission is considered by Us to be Medically Necessary.

41. Medical Care not Medically Necessary for the treatment of an Injury, Disease or Physical Condition, as determined by Us, or not provided in accordance with generally accepted professional medical standards.
42. Medical Care performed when coverage is not in effect.
43. Treatment of complications for a non Covered Expense.
44. Expenses in excess of the maximum allowance accepted by Preferred Providers for the same service in the area where the service could have been performed. This will not apply when expenses are incurred due to an Emergency, as described in items B. and C. of the Continuity of Major Medical Expense Coverage provisions, or, to conditions that cannot be treated by a Preferred Provider or to covered persons residing or attending school more than 50 miles from a Preferred Provider; however, this exclusion will apply to persons residing or attending school more than 50 miles from a Preferred Provider if such person travels the same or further distance to a Non Preferred Provider than to an available Preferred Provider. When expenses are incurred at Non Preferred Providers in an Emergency, charges for Covered Expenses are allowed up to the lesser of Reasonable and Customary Allowances or 125% of the allowance for the nearest Preferred Provider that can provide the necessary services. [This exclusion may not apply - see the Schedule of Benefits.]

[Note: The Utilization and Peer Review Committee of the Preferred Provider Organization determines the medical necessity, if an Emergency exists, if a condition can be treated by a Preferred Provider, when a person is medically stable, the maximum allowance accepted by Preferred Providers, and whether or not a procedure is experimental, unproven or obsolete. for purposes of this note and the above exclusion Preferred Provider also means Preferred Provider Hospital.

45. Prescribed drugs and medicines obtained while not hospitalized as an inpatient if (1) the Prescription Drug Benefit has not been elected, or (2) the prescribed drugs and medicines are covered under the Paid Prescription Benefit provision of this policy.
46. Motor vehicle and motorcycle accidents, but only to the extent of an additional deductible. This additional Deductible only applies to You if Your Schedule of Benefits states the Safety Incentive Program is applicable to You.
47. Illegal act or activity, but only to the extent of an additional Deductible. The additional Deductible only applies to You if Your Schedule of Benefits states the Illegal Act of Activity provision is applicable to You. An illegal act or activity is defined on the benefit option page.
48. Service or supplies not prescribed by a Physician as required to treat the Covered Expense.
49. Charges by an institution owned or operated by the federal government unless the person is legally required to pay the expense.
50. Service or supplies furnished by a person who usually resides in the Insured's home or who is a member of the Insured's Immediate Family.
51. Loss due to suicide or attempted suicide if the suicide or attempted suicide is not the result of a medical condition.
52. Routine physical examinations unless specifically provided herein.
53. Any expenses which are or could be written off by the provider.
54. Expense arising out of a motor vehicle accident to the extent that benefits are payable under any medical expenses payment provision (by whatever terminology used, including such benefits mandated by law) of any automobile or motor vehicle insurance policy.
55. Participation in a riot.
56. Commission of, or attempt to commit, an assault or felony.
57. Loss to which a contributing cause was the person engaging in an illegal occupation.
- [58. Diagnosis and treatment of dislocations, strains, sprains or misplacement of vertebrae, up to the maximum shown on the Schedule of Benefits. This exclusion does not apply if the course of treatment requires the administration of general anesthesia, an open cutting operation or Confinement in a Hospital.]
- [59.] [Sleep apnea.]

(THIS SECTION ONLY APPLIES IF YOUR SCHEDULE OF BENEFITS SHOWS THAT YOU HAVE DENTAL BENEFITS.)

DENTAL BENEFITS

Benefits for Dental care will be payable for a Nonoccupational Disease or Injury as follows.

Covered Dental Expense: A Covered Dental Expense is a charge for the dental care described herein. A charge will be covered to the extent it does not exceed the Allowable Charge. Personalized restoration or specialized technique will be covered to the extent of the cost of standard dental service.

The Dental Deductible and Dental Coinsurance amounts apply to each Insured. The Deductibles and the Coinsurance factors are shown on the Schedule of Benefits for Preventive, General and Prosthetic expenses.

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Exclusions and Limitations:

No benefits are payable for dental expenses due to, in connection with, or as a result of:

1. Cosmetic or beautifying procedures and any related care.
2. Medical Care which the Insured:
 - a. has no legal obligation to pay;
 - b. received without charge; or
 - c. would not be required to pay in the absence of this or any similar coverage.
3. Services rendered for Injuries or Diseases arising out of, or in the course of, any employment for wage or profit. If You enter into a settlement giving up Your right to recover future benefits under a Workers' Compensation law or similar law, no benefits are payable for Covered Expenses that would have been payable in absence of that settlement.
4. Services to the extent they are covered under any Major Medical coverage.
5. Orthodontic treatment or correction of malocclusion unless the Schedule of Benefits shows that you have the Orthodontic Services Option.
6. Dental services for which initial work was started before coverage herein became effective.
7. Replacement of a prosthetic device which was in place less than [5] years.
8. Replacement of any tooth extracted before coverage herein became effective.
9. Oral hygiene counseling or dietary instruction.
10. Completion of insurance forms or missed appointment.
11. Services provided or available under any governmental law, including Medicare.
12. Services performed when coverage is not in effect, except as specified under the above Coverage After Termination provision.

(THIS RIDER ONLY APPLIES IF YOUR SCHEDULE OF BENEFIT SHOWS THAT YOU HAVE THE PAID PRESCRIPTION BENEFIT.)

PAID PRESCRIPTION BENEFIT

[This Rider is made part of the Certificate to which it is attached. Benefits provided by this Rider are subject to all of the terms, conditions, exclusions and limitations of the Certificate, not inconsistent with the following:]

A. DEFINITIONS

Compound Medications: A randomly prepared dosage form. It must contain:

- at least one Federal Legend or State Restricted Drug; or
- combined ingredients which require a prescription for the specific dosage or amount prescribed; and
- if liquid it must contain at least one solid that is weighed or three measured liquids.

[Covered Charge(s): The expense Incurred for a Covered Drug that:

- is for care of a Sickness or Injury or for routine or preventive care as described;
- is Incurred while the person's coverage is in force herein[, or as provided under the Extension of Benefits provision];
- is covered by this Rider;
- is subject to any applicable [Prescription Drug Copay] [, Prescription Drug Coinsurance] [, and Prescription Drug Deductible];
- is not otherwise excluded or limited herein.

If the Hospital, Physician or other provider waives the Deductible or Coinsurance, We will consider the Covered Charge to be the amount accepted by the provider as payment in full, subject to any applicable [Prescription Drug Copay] [, Prescription Drug Coinsurance] [, and Prescription Drug Deductible].

For Covered Drugs purchased at a [Member] Pharmacy, the expense Incurred for Covered Drugs is the payment agreed to between Us and the Pharmacy, and includes any applicable [Prescription Copay], [Prescription Deductible,][and][Prescription Coinsurance] [and is exclusive of any drug manufacturer rebates]. Covered Injectable and Self-Injectable Drugs may be purchased at a Member Pharmacy [and/or] a Specialty Pharmacy.

NOTE; THE FOLLOWING PARAGRAPH WILL ONLY BE USED WHEN THERE IS AN OUT OF NETWORK BENEFIT.

[For Covered Drugs purchased at a Nonmember Pharmacy, the expense Incurred for Covered Drugs includes any applicable Prescription Copay, Prescription Deductible, and Prescription Coinsurance, and will be considered at [120%] of the Average Wholesale Price determined by the manufacturer and published in, and updated [bi-weekly] by an industry data system that collects the information from the manufacturers.]

Covered Drug(s): Drugs and medicines, including Injectable and Self-Injectable Drugs and medicines, are considered covered Prescription Drugs when they are:

- prescribed in writing by a Physician;
- legally available only by prescription;
- dispensed by a licensed Pharmacist; and

- one of the following:
 - Federal Legend Drugs;
 - State Restricted Drugs; or
 - Compound Medications.

Covered Drugs also include psychotherapeutic drugs used for the treatment of mental illness.

Federal Legend Drugs: Any drug which must bear the following legend: "Caution: Federal Law prohibits dispensing without a prescription."

[Generic Drugs: A non-brand drug that has essentially the same chemical composition and healing effects as a name brand drug would have.]

Injectable Drugs: Certain Prescription Drugs are identified by Us as Injectable Drugs due to their method of administration along with their cost composition and storage requirements. Injectable Drugs will also include Self-Injectable Drugs.

Member Pharmacy: A pharmacy which has a claim payment agreement with Us. A Member Pharmacy will accept payment of the [Prescription Copay,][Prescription Coinsurance][and][Prescription Deductible amount,] if any, as full payment for Covered Drugs if the Insured shows his identification card at the time of filling the prescription. A Member Pharmacy includes a Specialty Drug Pharmacy.

[Nonmember Pharmacy: A pharmacy which does not have a claim payment agreement with Us.][**Non-Preferred Brand Drug:** A Formulary Prescription Drug that is part of a therapeutic class on the Preferred Drug List (PDL) that is less cost effective than other drugs in the same therapeutic class; or is a drug that is not listed on the Preferred Drug List (PDL).]

Pharmacist: A duly licensed Pharmacist who is acting within the scope of his license.

[Preferred Brand Drug: A Formulary Prescription Drug, that is within a select subset of therapeutic classes constituting the Preferred Drug List (PDL).]

[Preferred Drug List: This is a subset of the Formulary. The PDL is not a complete Formulary but a list of Prescription Drugs from the standard Formulary that are cost effective in selected therapeutic classes. This list may not include all drugs for treatment of every illness.]

[Prescription Coinsurance: The arrangement by which the cost of Covered Charges for Covered Drugs is shared by the Insured and Us on a percentage basis. The percentage paid by Us is shown on the Schedule of Benefits.]

[Prescription Copay: A charge for each Covered Drug which is filled or refilled before benefits are payable. If the amount of the Covered Drug is less than the Prescription Copay, then the Insured will only be responsible for paying the entire Covered Charge. The Prescription Copay is shown on the Schedule of Benefits.]

[Prescription Deductible: The amount in aggregate, that Insureds under the same family plan must pay each Year, before Covered Charges are payable. The Prescription Deductible is shown on the Schedule of Benefits.]

[If the Insured incurs Covered Charges in the last [3 months] of a Year which are used toward meeting the Prescription Deductible, the amount of such charges will be used toward meeting the Prescription Deductible for the next Year.]]

[Specialty Drug(s): Certain Prescription Drugs are identified by Us as Specialty Drugs due to their cost, composition, storage requirements, and/or methods of administration. We maintain the list of Specialty Drugs on Our website; it is also available via the Customer Service phone number on Your ID card.[If a Specialty Drug is also listed on a Formulary, it shall be covered as a Specialty Drug.]]

State Restricted Drugs: Any drug which is legally available only by prescription under state law.

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[F. SPECIALTY DRUG LIMITATIONS

- [When a prescription for a Specialty Drug is filled or refilled, no more than a 30-day supply will be covered each time a prescription is filled or refilled.]
- [Specialty Drugs are [only] available from Our Member Pharmacy for Specialty Drugs.]
[Except for the initial 30-day supply, Specialty Drugs shall [only] be obtained through Our Member Pharmacy for Specialty Drugs.]]

G. EXCLUSIONS

No benefits are payable for :

- drugs which do not meet the definition of Covered Drugs.
- drugs or refills of any drug lawfully obtainable without a Physician's prescription.
- any over the counter product unless otherwise specifically covered.
- [[therapeutic devices or appliances, including] [hypodermic needles][,][syringes][,] [support garments][and][other nonmedical substances] regardless of intended use[,] [unless otherwise specifically covered].]
- alcohol swabs, lancets, urine/blood test strips and tapes, and blood glucose testing monitors.
- drugs which may be properly received without charge under local, state or federal programs.
- any charge for the administration or injection of drugs or injection of injectable insulin.
- drugs labeled: "Caution - Limited by Federal Law to Investigational Use" or similar wording, or experimental drugs.
- drugs which are not yet available or which have not yet been created.
- drugs in whole or in part, to be taken by or administered to, an Insured in a Hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home, or other institution.
- refills of any prescription in excess of the number of refills specified by the Physician or any drugs dispensed more than one year following the date of the Physician's prescription order.
- any quantity of drugs which exceeds the maximum number of days supply.
- [all cosmetic drugs, or Injectable cosmetic drugs, such as Accutane, Retin-A, Differin, Avita, etc., including, but not limited to, pigmenting/depigmenting agents (Eldoquin, Solaquin, etc.).]
- [hair growth stimulants such as Propecia, Rogaine, Vaniqa, etc.]
- [anti-wrinkle medications or injections such as Renova, etc.]
- [smoking cessation medications (such as Zyban, Nasal), patches, gums, etc.]
- drugs, supplies and equipment used in intravenous treatment.
- chemotherapy for malignant conditions, unless otherwise specifically covered.
- drugs that are administered or entirely consumed at the time and location where it is dispensed.
- drugs for which normally (in professional practice) there is no charge.
- drugs or Injectable Drugs for which the Insured:
 - has no legal obligation to pay;
 - received without charge; or
 - would not be required to pay for in the absence of this or any similar coverage.
- drugs for other than human use.
- drugs purchased from an institutional pharmacy for use while the Insured is an inpatient in that institution.
- charges for delivering any drug.
- [drug obtained for use in connection with drug addiction.]
- drugs approved for experimental use, unless otherwise specifically covered.
- [human growth hormones, unless otherwise specifically covered].
- [progesterone.]
- [Nystatin powder.]
- [diet or appetite medications and suppressants.]
- [infertility medications.]
- [nutritional and diet supplements and nutritional foods.]
- [vitamins, except prenatal and hemantics.]

- [topical fluoride products.]
- [ostomy bags and supplies.]
- [immunization agents or vaccines, unless otherwise specifically covered.]
- [biological sera, blood or blood plasma.]
- [diagnostic agent and syringes with or without needles.]
- [injectables other than insulin, unless otherwise specifically covered.]
- [allergy serums.]
- [anti-rejection drugs.]
- [DESI drugs.]
- [Gleevec.]
- [Oral and Injectable Contraceptives and devices, if the Insured's Schedule of Benefits states "Covered Drugs do not include Oral and Injectable Contraceptives and devices".]
- [contraceptive emergency kits, contraceptive implants and topical contraceptives.]
- [drugs for the treatment of sexual dysfunction including Caverject, Edex, MUSE, Viagra.]
- [drugs for the treatment of Attention Deficit Disorder or Attention Hyperactive Disorder, except Ritalin.]
- Services rendered for Injuries or Diseases arising out of, or in the course of, any employment for wage or profit. If You enter into a settlement giving up Your right to recover future medical benefits under a Workers' Compensation or similar law, no benefits are payable for Covered Drugs that would have been payable in absence of that settlement.;
- [Specialty Drugs[not obtained from Our Member Pharmacy for Specialty Drugs;]
- drugs prescribed or dispensed in a manner that does not agree with normal medical or pharmaceutical practice.

This Rider shall automatically terminate on the date the Certificate terminates.

(THIS RIDER ONLY APPLIES IF YOUR SCHEDULE OF BENEFITS SHOWS THAT YOU HAVE THE PAID PRESCRIPTION COVERAGE.)

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Termination Date: All insurance shall end on the earliest of:

- on the date coverage under the group Policy ends;
- the last day of the month in which You cease to be Actively-At-Work for the Employer Unit;
- the last day of the month in which the Employer Unit coverage terminates;
- the date, as determined by Us, the Employer Unit fails to comply with health benefit plan provisions [or]
- [the date We terminate all small employer or large employer plans in the state, provided We give at least [180 days] notice of the termination to the applicable State authority and to the Employer Unit.]

[Dependent coverage will end on the earliest of:

- the date Your coverage ends for any reason;
- the end of the period for which premiums are paid; or
- the date a Dependent ceases to be a Dependent as herein defined.]

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(THIS RIDER ONLY APPLIES IF YOUR SCHEDULE OF BENEFITS SHOWS THAT YOU HAVE THE PREVENTIVE CARE BENEFIT.)

PREVENTIVE CARE BENEFIT

This Rider is made a part of the Certificate to which it is attached. Benefits provided by this Rider are subject to all of the terms, conditions, exclusions and limitation of the Certificate, not inconsistent with the following:

The following services will accumulate toward the limits set forth in the Schedule of Benefits for the Preventive Care Benefit, unless noted otherwise:

- annual routine physical examination and routine blood and other routine laboratory tests;
- routine immunizations [as recommended by the United States Department of Health and Human Services in its most recently published Immunization Schedule];
- annual Routine Pap smear and gynecological exam;
- routine mammogram annually ages [40] and above; between ages [35-39], one baseline mammogram;
- routine annual mammogram at any age for insureds at high risk of breast cancer;
- routine prostate exam annually, and annual Routine PSA Test at ages [40] and above;
- routine digital rectal exam annually at ages [40] and above;
- fecal occult blood test annually at ages [50] and above;
- child immunizations in accordance with American Academy of Pediatric Guidelines.]]

This Rider shall automatically terminate on the date the Certificate terminates.

[(THIS RIDER ONLY APPLIES IF YOUR SCHEDULE OF BENEFITS SHOWS THAT YOU HAVE THE ROUTINE COLONOSCOPY BENEFIT.)

COLORECTAL CARE BENEFIT

This Rider is made a part of the Certificate to which it is attached. Benefits provided by this Rider are subject to all of the terms, conditions, exclusions and limitation of the Certificate, not inconsistent with the following:

Benefits are payable for one routine colonoscopy every five years at ages 50 and above as shown in the Schedule of Benefits.

This Rider shall automatically terminate on the date the Certificate terminates.]]

EYE EXAM BENEFIT

This Rider is made a part of the Certificate to which it is attached. Benefits provided by this Rider are subject to all of the terms, conditions, exclusions and limitation of the Certificate, not inconsistent with the following:

Benefits are payable for one routine eye exam annually as shown in the Schedule of Benefits.

This Rider shall automatically terminate on the date the Certificate terminates.]]

(THIS RIDER ONLY APPLIES IF YOUR SCHEDULE OF BENEFITS SHOWS THAT YOU HAVE THE PREFERRED PROVIDER - OUTPATIENT PRESCRIPTION DRUG BENEFIT.)

PREFERRED PROVIDER - OUTPATIENT PRESCRIPTION DRUG BENEFIT

This Rider is made a part of the Certificate to which it is attached. Benefits provided by this Rider are subject to all of the terms, conditions, exclusions and limitation of the Certificate, not inconsistent with the following:

Benefits are payable for drugs, medicines, and Injectable and Self-Injectable Drugs as defined herein, which require a prescription and are dispensed by a licensed pharmacist or a Physician or otherwise excluded in the Certificate[or as shown on the Schedule of Benefits as Generic Prescription Drug coverage only].

Covered Injectable and Self-Injectable Drugs may be purchased at a Member Pharmacy and/or a Specialty Pharmacy.

[Specialty Drug Limitations:

- [When a prescription for a Specialty Drug is filled or refilled, no more than a 30-day supply will be covered each time a prescription is filled or refilled.]
- [Specialty Drugs are [only] available from Our Member Pharmacy for Specialty Drugs.]

[Except for the initial 30-day supply, Specialty Drugs shall [only]be obtained through Our Member Pharmacy for Specialty Drugs.]]

This Rider shall automatically terminate on the date the Certificate terminates.

Immediate Family: You, Your spouse and Your children, parents, grandparents, brothers and sisters of You and Your spouse.

[Implants: Any device, mechanism or hardware surgically implanted in the body that meets all of the following tests:

- is mainly used for a medical purpose;
- is not useful, except to treat Sickness or Injury; and
- is essential for a person's treatment that is medically reviewed on a regular basis.

Implants include but are not limited to spinal rods, screws, plates, artificial discs, heart stents and pacemakers.]

Injury: Accidental bodily Injury or injuries which cause a covered loss while a person's coverage is in force. The Injury must be the direct cause of the loss, independent of disease, bodily infirmity or other case.

Insured: A person covered under this Certificate.

Lab Vendor Program: A contract between us and a laboratory service provider.

WCXXDF03002

<i>SERFF Tracking Number:</i>	<i>TRST-126115358</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Trustmark Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42159</i>
<i>Company Tracking Number:</i>	<i>9.00056</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>TRST-126115358</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Trustmark Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42159</i>
<i>Company Tracking Number:</i>	<i>9.00056</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

Supporting Document Schedules

Satisfied -Name:	Flesch Certification	Review Status:	Approved-Closed	06/02/2009
Comments:				
Attachment:				
	Flesch Certification.pdf			

Bypassed -Name:	Application	Review Status:	Approved-Closed	06/02/2009
Bypass Reason:	Not a policy filing.			
Comments:				

Satisfied -Name:	Cover letter	Review Status:	Approved-Closed	06/02/2009
Comments:				
Attachment:				
	Cover letter.pdf			



This is to certify the forms shown below comply with the requirements of Arkansas Stat. Ann. Sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch reading ease score as follows:

<u>Form</u>	<u>Flesch Score</u>
AXX/C	40

Elizabeth O'Brien
2nd Vice President
Law Department

ARKANSAS

April 20, 2009

Life and Health Division
Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: TRUSTMARK LIFE INSURANCE COMPANY
FEIN# 36-3421358; NAIC# 276-62863
GROUP ACCIDENT AND HEALTH
Matrix Paragraph Filing
Form# WXX/C
Matrix Paragraphs: Attached to supporting documentation in SERFF
Our File# 9.00056

Dear Sir:

The enclosed forms are submitted for your review and approval for use in Arkansas. The paragraphs are new and do not replace any paragraphs currently in use.

The forms are for use with our certificate WXX/C, which was approved by your department on 3/11/04 under our file number 22.00880.

The forms are in final printed format as issued by a laser printer. We may, however, use a new computer publishing system to generate the certificates. Therefore, actual issued certificates may have a different font style than the submitted forms. As a result, provisions may appear on different pages and lines may not match up exactly. The wording and it's order, however, will remain identical.

The forms are submitted in a matrix format. Distinct paragraph numbers have been assigned to portions of the document in order to facilitate state exceptions and future revisions. These numbers will be visible, for reference, on the forms when issued. Items within brackets are either in or out of the certificate at the time of issue. The language within a bracketed paragraph will not change, with the exception of bracketed numbers, as shown in the attached variability memorandum.

Thank you for your time in this matter. If you have any questions, please contact me at 800-666-6977, ext. 34004 or at cjohnson@trustmarkins.com.

Sincerely,

Charlotte Johnson
Regulatory Advocacy Analyst I
The Trustmark Companies

<i>SERFF Tracking Number:</i>	<i>TRST-126115358</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Trustmark Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42159</i>
<i>Company Tracking Number:</i>	<i>9.00056</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>WXX/C</i>		
<i>Project Name/Number:</i>	<i>WXX 2007/2008 FILING /9.00056</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Definitions - Dependent	04/20/2009	WCARDF01001.pdf
No original date	Form	Covered charges	04/20/2009	WCARMM11001.pdf

Dependent: A person who resides in the United States and who is:

- Your legally married spouse.
- Your unmarried natural child or legally adopted child under the age of [24] whose legal residence is the same as Yours;
- Your unmarried natural child or legally adopted child under the age of [24] whose legal residence is different from Yours if:
 - The child is listed as a Dependent on Your most recent Federal Tax return, or
 - A court of competent jurisdiction has ordered You to provide health insurance for the child.
- Your step child who resides with you and is under the age of [24].
- Your unmarried natural child, step child or legally adopted child under the age of [24] who is:
 - Dependent upon You for more than [50] percent of his support and maintenance; and
 - Listed as a Dependent on Your most recent Federal Tax return.
- [child who, because of a handicapped condition that occurred before the attainment of the limiting age, is incapable of self-sustaining employment and is dependent on his parents or other care providers for lifetime care and supervision. All other requirements for Dependents must be met. We will require proof of incapacity and dependency. Such proof may be requested two months prior to the attainment of the limiting age. We may also request proof of continuing incapacity and dependency, but no more than once each year after initial proof is given. If We request such proof of incapacity, and no response is received within 31 days of Our request, coverage will terminate at or after the attainment of the limiting age.]

A child ceases to be an eligible Dependent on the last day of the month in which the child turns the age of [24].

An eligible Dependent will not include: a foster child, or a spouse or child who is eligible to be covered as an employee.

If both parents are Actively at Work for the same Employer Unit, a Dependent cannot be considered a Dependent separately under both parents.

No benefits are paid for:

- services not included in the Home Health Care plan established for the Insured;
 - services provided by the Insured's Immediate Family or anyone residing with the Insured;
 - homemaker services;
 - custodial care; or
 - services not listed above as a benefit.
- **Prosthetics and Durable Medical Equipment.** Prosthetics and the rental of durable medical equipment as is Medically Necessary for:
 - original purchase of basic artificial limbs or eyes made necessary as a result of Injury, Disease, or Physical Condition occurring while insured herein;
 - original purchase of crutches, canes, walkers, braces, including necessary adjustments to shoes to accommodate braces (dental braces excluded); basic wheelchairs; and basic hospital-type bed, except that repair, replacement and duplicates are not covered;
 - oxygen and the rental of equipment for the administration of oxygen; and
 - mechanical equipment necessary for the treatment of chronic or acute respiratory failure (except that air conditioners, humidifiers, dehumidifiers, and other personal comfort items are excluded from coverage).
 - Durable medical equipment must be provided by or under the direction of a Physician for use outside a Hospital, Skilled Nursing Facility or health care facility. Durable medical equipment may be purchased as determined by Us.
 - **Diabetes Coverage** for:
 - charges incurred for equipment, supplies, services and treatment of Type I, Type II and gestational diabetes.
 - One diabetes self-management training program when provided by a licensed health care professional who has completed a program that is in compliance with the National Standards for Diabetes Self-Management Education Program as developed by the American Diabetes Association.
 - One additional medically necessary training program if the patient's condition changes.
 - **Amino Acid Modified Preparations, Low Protein Modified Food Products**, and any other special dietary products and formulas prescribed under the direction of a Physician for the therapeutic treatment of phenylketonuria, galactosemia, organic acidemias and disorders of amino acid metabolism if the costs incurred exceeds \$2,400 per year.
 - Treatment for loss or impairment of speech or hearing, excluding hearing devices or instruments.
 - **Free-Standing Ambulatory Surgery Center** charges incurred for surgery. These centers must have at least two operating rooms, a recovery room, and equipment for Emergency Care. Certification is Required for these facilities. The services at these facilities must be approved by Us to be appropriate level of service for the facility.
 - **Urgent care Center (Free Standing Emergency Medical Care Center)** charges when they are freestanding in nature. Urgent Care Centers that are connected physically or financially with a Hospital Emergency room are considered outpatient Hospital Emergency room services and are subject to Copayment. The Copayment amount is shown on the Schedule of Benefits.